

Prepared by:

Jason Potter

LSI

700 Cherrington Parkway

Coraopolis, PA. 15108

'800) 722-0300

Recording requested by: LSI

When recorded return to :

Custom Recording Solutions

2550 N. Redhill Ave. 4129482

Santa Ana, CA. 92705

800-756-3524 Ext. 5011

304429673

LIMITED POWER OF ATTORNEY

Caution: this is an important document. It gives the person whom you designate (your "Agent" also called "Attorney in Fact") broad powers for a specific transaction, to handle your property during a certain period of time, which may include powers to mortgage your real property with advance notice to you by web based closing. These powers will continue to exist even after you have become disabled or incompetent. This document does not authorize anyone to make medical or other health care decisions. You may execute a different document, a health care proxy to do this. If there is anything about this form that you do not understand, you should ask an attorney to explain it to you.

BE IT KNOWN, that Loy D. Clark

and
Joyce Clark

THIS DOCUMENT IS FILED FOR RECORD
BY FIDELITY NATIONAL TITLE INS. CO. AS
AN ACCOMMODATION ONLY. IT HAS
NOT BEEN EXAMINED AS TO ITS
EXECUTION OR AS TO ITS EFFECT
UPON THE TITLE.

whose address is 1087 Red Banks
Byhalia, MS 38611

has made and appointed, and by these presents does make and appoint the following persons who are employees of LSI, namely: Greg Perdziola, Shannon Obringer, Ryan Flaherty, Elisa Yacovone, Sheila Allen, Quinn Riordan and Stacey Franciscus each of whom may act separately, whose addresses are C/O LSI, at 700 Cherrington Parkway, Coraopolis PA 15108, my/our true and lawful attorney in fact (also called agent) for them and in their name, place and stead, for the following specific and limited purposes:

- (1) Refinancing of the Real Estate located at 1087 Red Banks, Byhalia, MS 38611, and to be refinanced with Wachovia, said refinancing to occur on or about February 1, 2008 in an amount approximately \$ 245,000.00 .
- (2) To mortgage, finance, refinance, hypothecate, assign, transfer, and in any manner deal with the real estate to effectuate the above referenced refinancing (which may also be called "banking transactions" under state statute);
- (3) To execute, acknowledge, and deliver escrow instructions, and all Closing Documents which including but not limited to: Notes, Deeds, Mortgages/Deeds of Trust, Subordinations, security instruments, riders, attachments and addenda, including any documents necessary or requested as part of this transaction by Title Insurer, Lender or the other parties to the

2/22/08 9:20:22
BK 124 PG 449
DESDOTO COUNTY, MS
W.E. DAVIS, CH CLERK

transaction, those documents needed by governmental and taxing authorities, covenants, agreements and assignments of agreements, assignments of mortgages, assignments of deeds of trust, to secure the referenced indebtedness, lien waivers, encumbrance or waiver of homestead and any marital rights necessary to obtain the financing, settlement statements, truth in lending disclosures, loan applications, HUD 1 and other written instruments of whatever kind and nature, all upon such terms and conditions as said attorney in fact (also called agent) shall approve.

Further giving and granting said attorney in fact (also called agent), full power and authority to do and perform all and every act and thing whatsoever necessary to be done in and about the specific and limited premises (setout herein) as fully, to all intents and purposes, as might or could be done if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that said attorney in fact (also called agent) should lawfully do or cause to be done by virtue hereof.

This Power of Attorney shall become effective immediately, and shall not be affected by my subsequent disability, incapacity or lack of mental competence, except as may be provided otherwise by an applicable state statute. This is a Durable Power of Attorney. This Power of Attorney shall continue until the Mortgage/Deed of Trust is recorded in the appropriate office. I may revoke this Power of Attorney at any time by providing written notice to my Attorney in Fact (also called agent), however such revocation shall not be effective as to third parties acting in reliance upon this Power of Attorney if recorded, unless and until the revocation is similarly recorded in the same county and state registry or other established records for the recording of Powers of Attorney. This Power of Attorney is limited to a specific refinance, and the powers noted shall continue only through and including any post closing corrections, amendments and follow up procedures, but shall cease when the refinance and all post-closing matters are fully accomplished.

TO INDUCE ANY THIRD PARTY TO ACT HEREUNDER, I HEREBY AGREE THAT ANY THIRD PARTY RECEIVING A DULY EXECUTED COPY OR FACSIMILE OF THIS INSTRUMENT MAY ACT HEREUNDER, AND THAT REVOCATION OR TERMINATION HEREOF SHALL BE INEFFECTIVE AS TO SUCH THIRD PARTY UNLESS AND UNTIL ACTUAL NOTICE OR KNOWLEDGE OF SUCH REVOCATION OR TERMINATION SHALL HAVE BEEN RECEIVED BY SUCH THIRD PARTY, AND I FOR MYSELF AND FOR MY HEIRS, EXECUTORS, LEGAL REPRESENTATIVES AND ASSIGNS, HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS ANY SUCH THIRD PARTY FROM AND AGAINST ANY AND ALL CLAIMS THAT MAY ARISE AGAINST SUCH THIRD PARTY BY REASON OF SUCH THIRD PARTY HAVING RELIED ON THE PROVISIONS OF THIS INSTRUMENT.

Dated January 31, 2008 at Desoto County, Mississippi

Loy D. Clark
Loy D. Clark

Partial Password 9482

Joyce Clark
Joyce Clark

Witness: _____

Witness: _____

printed name of witness: _____
(if required)

printed name of witness: _____
(if required)

Specimen signature of AGENT/Attorney in Fact: _____

State of _____

County of _____

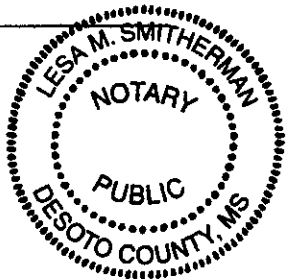
On _____ before me, _____, Notary Public
DATE NAME, TITLE OF OFFICER - E.G. "JANE DOE, NOTARY PUBLIC"

personally appeared Loy D. Clark Joyce Clark

☐ personally known to me - OR - ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My Comission Expires: August 21, 2009 Les M. Smith
SIGNATURE OF NOTARY
Les M. Smitherman



Witness: _____

Witness: _____

printed name of witness: _____
(if required)

printed name of witness: _____
(if required)

Specimen signature of AGENT/Attorney in Fact: *John Lawrence*

ACKNOWLEDGMENT OF ATTORNEY-IN-FACT

I, AGENT, have read the attached power of attorney and am the person identified as the attorney-in-fact (the "agent") for the principal. I hereby acknowledge that in the absence of a specific provision to the contrary in the power of attorney or in state law., when I act as agent:

- I shall exercise the powers for the benefit of the principal.
- I shall keep the assets of the principal separate from my assets.
- I shall exercise reasonable caution and prudence.
- I shall keep a full and accurate record of all actions, receipts and disbursements on behalf of the principal.

Elise Yacovone
AGENT
Elise Yacovone
Signature of Attorney-in-Fact
2/1/08
Date

APN: 3053-0700.0-00002.02

Order ID: 4129482

Loan No.: 8882331241

**EXHIBIT A
LEGAL DESCRIPTION**

The land referred to in this policy is situated in the State of MS, County of DESOTO, City of BYHALIA and described as follows:

The following described land lying and being situated in DeSoto County, Mississippi, described as follows, to wit:

A Parcel of land being part of James H. Scoggins 17.64 acre tract in the Northwest quarter of Section 7, Township 3 South, Range 5 West, DeSoto county, Mississippi and being more particularly described as follows:

Commencing at a P.K. Nail found at the Northwest corner of Section 7, Township 3 South, Range 5 West; thence North 89 degrees 12 minutes 18 seconds East, a distance of 973.56 feet to a ½ inch rebar found at the Northwest corner of the Scoggins tract, said point being the point of beginning for the following tract; thence North 89 degrees 53 minutes 30 seconds East a distance of 1,145.53 feet to a 3/8 inch rebar set; thence South 00 degrees 06 minute 30 seconds East, a distance of 380.31' feet to 3/8 inch rebar set; thence North 89 degrees 54 minutes 34 seconds east, a distance of 633.74 feet to a point in the centerline of Red Banks Road; thence South 01 degrees 54 minutes 01 seconds West, a distance 23.45 feet to a point in the centerline of Red Banks Road; thence South 02 degrees 24 minutes 01 seconds West, a distance of 26.59 feet to a point in the centerline of Red Banks Road; thence South 89 degrees 54 minutes 34 seconds West, a distance of 1,780.73 feet to a ½ inch rebar found at the Southwest corner of the Scoggins Tract; thence North 00 degrees 21 minutes 02 seconds East, a distance of 429.96 feet to the point of beginning and containing 12.05 acres.

WITH THE APPURTENANCES THERETO.

APN: 3053-0700.0-00002.02